

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

OCT 18 1999 GS

MICHAEL N. MILBY, CLERK OF COURT

**RASHAD GORDON,**

Plaintiff,

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Civil Action No. H-98-0394

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§

§

v.

**STATE OF TEXAS, ET AL.,**

Defendants.

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## COMPROMISE AND SETTLEMENT AGREEMENT

The following is a settlement made between Plaintiff Rashad Gordon and Defendants State of Texas, Judge Jim Wallace, and Magistrate Carol Carrier.

### I.

#### STATEMENT OF THE CASE

Plaintiff Rashad Gordon brought this suit for damages, pursuant to § 504 of the Rehabilitation Act of 1973, Title 29 U.S.C. § 794, *et. seq.* (Section 504), Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, *et. seq.* (ADA), and Chapter 121 of the Texas Human Resources Code (Chapter 121), alleging Defendants discriminated against him on the basis of his disabilities. Defendants, in good faith, contend that they are not liable.

### II.

#### TERMS OF SETTLEMENT

In consideration of the mutual covenant set forth herein, the parties agree to be bound and obligated as follows:

- (1) Defendants promise to pay Plaintiff Gordon the sum of Fifteen Thousand And No/100 Dollars (\$15,000.00) total; with such payment to be by Texas Treasury Warrant payable in the

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amount of \$5000 to Rashad Gordon and the amount of \$10,000 to Advocacy, Inc. for Advocacy, Inc. and the National Association of the Deaf Law Center, by counsel Elaine B. Roberts;

(2) As consideration for such payment by Defendants, Plaintiff shall dismiss with prejudice this pending action and shall not institute any legal proceedings against Defendants Wallace, Carrier, or the State of Texas, or any official or employee thereof in any court for any reason connected with the occurrences forming the basis of this lawsuit, and Plaintiff forever discharges Defendants Wallace, Carrier, the State of Texas, and any and all officials or employees thereof from all claims, demands, damages, actions, and causes of action whatsoever as have risen or may arise in connection with the allegations forming the basis of this lawsuit; and

(3) Plaintiff agrees to file a stipulation of dismissal pursuant to Rule 41(a)(1)(ii), Federal Rules of Civil Procedure, of the above-styled legal action against Defendants Wallace, Carrier, and the State of Texas and further agrees that such dismissal shall be and that the stipulation shall state that the dismissal is with prejudice.

### III.

#### **NO ADMISSION OF LIABILITY**

This agreement is executed by the parties hereto for the sole purpose of compromising and settling the matters involved in this dispute and it is expressly understood and agreed, as a condition hereof, that this agreement shall not constitute or be construed to be an admission on any part of the Defendants or as evidencing or indicating any degree of admission of the truth or correctness of any claims asserted.

## IV.

### **EFFECT OF AGREEMENT**

Plaintiff Rashad Gordon and his undersigned attorneys understand that the Fifteen Thousand and No/100 Dollars (\$15,000.00) to be paid by Defendants Wallace, Carrier, and the State of Texas was agreed to as a compromise to avoid expense and to terminate all controversy or claim whatsoever, including any and all claims against Defendants Wallace, Carrier and the State of Texas, and any and all officials or employees thereof, as has arisen or may arise in connection with the incidents forming the basis of this lawsuit. Plaintiff expressly agrees that his acceptance of such payment by Defendants Wallace, Carrier, and the State of Texas shall be a complete bar to all claims or suits for injuries or damages of any nature resulting or to result from said allegations set forth in this lawsuit. Plaintiff further agrees and stipulates that he has made no previous assignment of any claim which is not released by the aforementioned payment. This agreement specifically includes any claims for attorneys fees. Plaintiff and Defendants Wallace, Carrier, and the State of Texas also agree that each party shall bear its own court costs and expenses.

## V.

### **APPROVAL OF THE GOVERNOR**

Plaintiff understands that this settlement shall not become final unless and until approved by the Governor of Texas, which approval shall be evidenced by the issuance of the Treasury Warrant payable as specified in Part II, (1) herein.

Respectfully submitted,

Rashad Gordon  
RASHAD GORDON  
Plaintiff

Elaine B. Roberts  
ELAINE B. ROBERTS  
ADVOCACY, INC.  
Attorney for Plaintiff Gordon

Marc P. Charmatz, <sup>EBR</sup> \*  
MARC P. CHARMATZ  
NAD Law Center  
Attorney for Plaintiff Gordon

  
Susan Werner  
Assistant Attorney General  
Attorney for Defendants Wallace, Carrier,  
and the State of Texas

\*Signed by Permission